EPSTEIN BECKER & GREEN, P.C.
One Gateway Center, 13th Floor
Newark, New Jersey 07102-5003
(973) 642-1900
Attorneys for Defendant
Regeneron Pharmaceuticals, Inc.

IN THE UNITED STATE DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET OROSZ 333 Mamaroneck Avenue White Plains, NY 10602, Plaintiff, vs. REGENERON PHARMACEUTICALS, INC. 777 Old Saw Mill River Road Tarrytown, NY 10591, Defendants.	Civil Action No.: 7:15-cv-08504(NSR)(LMS) **ANSWER TO SECOND AMENDED COMPLAINT AND SEPARATE DEFENSES ON BEHALF OF REGENERON PHARMACEUTICALS, INC.**

Defendant Regeneron Pharmaceuticals, Inc., (hereinafter "Defendant" or "Regeneron"), by its attorneys Epstein Becker & Green, P.C., hereby responds to the Second Amended Complaint filed on May 20, 2016, (the "Complaint") by Plaintiff, Margaret Orosz as follows:

AS TO INTRODUCTION

1. In response to the allegations in the "Introduction" section of the Complaint, Defendant admits that Plaintiff asserts claims under the statutes and causes of action referenced therein, but denies any violation of said statutes or causes of action and denies that Plaintiff is entitled to the requested relief or to any relief whatsoever. Except as specifically admitted herein, Defendant denies the allegations in this paragraph.

AS TO JURISDICTION AND VENUE

2. Defendant repeats its responses to the allegations contained in the preceding paragraph as if fully set forth at length herein.

3. Paragraph 3 of the Complaint contains a jurisdictional invocation to which no response is required. Defendant further denies that it engaged in any conduct giving rise to liability and denies that this Court should exercise jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367.

4. Paragraph 4 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 5 of the Complaint.

6. Defendant denies knowledge or information to form a belief as to the truth of the allegations in Paragraph 6 of the Complaint and leaves Plaintiff to her proofs. Defendant further avers that the remaining allegations in Paragraph 6 of the Complaint set forth a legal conclusion and Plaintiff is left to her proofs. Except as so stated, Defendant denies the allegations in Paragraph 6 of the Complaint.

AS TO PARTIES

7. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

8. Defendant lacks knowledge or information sufficient to ascertain the truth of the allegations contained in Paragraph 8 of the Complaint, except admits that Plaintiff is an adult individual.

9. Defendant admits that it is a New York corporation doing business in New York at 777 Old Saw Mill River Road, Tarrytown, NY 10591.

10. Paragraph 10 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 10 of the Complaint, and avers that "at all times relevant" is a legal conclusion to which no response is required.

AS TO FACTUAL BACKGROUND

11. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

12. Defendant admits the allegations contained in Paragraph 12 of the Complaint, and further states that Microsol was an authorized distributor of the Autodesk® Vault software system.

13. Defendant lacks knowledge or information sufficient to ascertain the truth of the allegations contained in Paragraph 13 of the Complaint and leaves Plaintiff to her proofs.

14. Defendant denies the allegations contained in Paragraph 14 of the Complaint, except it admits that Plaintiff was a contractor/temporary staff employed by Microsol to perform work at Regeneron's Facilities Space Planning Department in or about June 2013.

15. Defendant denies the allegations contained in Paragraph 15 of the Complaint, except to admit that Plaintiff was employed by Microsol. Defendant further avers that "at all relevant times" is a legal conclusion to which no response is required.

AS TO FAILURE TO PAY OVERTIME WAGES
(FLSA and New York Wage Laws)

16. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

17. Defendant denies the allegations contained in Paragraph 17 of the Complaint, except to admit that Plaintiff did not supervise any of Defendant's employees while employed by Microsol.

18. Defendant denies the allegations contained in Paragraph 18 of the Complaint, except to admit that Plaintiff did not have the authority to hire or fire any of Defendant's employees.

19. Defendant denies the allegations contained in Paragraph 19 of the Complaint.

20. Defendant lacks knowledge or information sufficient to ascertain the truth of the allegations contained in Paragraph 20 of the Complaint and leaves Plaintiff to her proofs.

21. Paragraph 21 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 21 of the Complaint.

22. Defendant admits that Plaintiff submitted timesheets reflecting total hours worked to Patricia Hamilton, Senior Space Planner ("Hamilton"). Except as stated herein, Defendant lacks knowledge or information sufficient to ascertain the truth of the remaining allegations contained in Paragraph 22 of the Complaint.

23. Defendant admits that it paid Microsol $90.00 per hour for all work performed by Plaintiff. Except as stated herein, Defendant denies the allegations contained in Paragraph 23 of the Complaint.

24. Defendant lacks knowledge or information sufficient to ascertain the truth of the allegations contained in Paragraph 24 of the Complaint and leaves Plaintiff to her proofs.

25. Defendant lacks knowledge or information sufficient to ascertain the truth of the allegations contained in Paragraph 25 of the Complaint, but specifically denies that Plaintiff's actual hours worked "regularly exceeded 50 hours in a workweek."

26. Defendant denies the allegations contained in Paragraph 26 of the Complaint.

27. Defendant denies the allegations contained in Paragraph 27 of the Complaint.

28. Defendant denies the allegations contained in Paragraph 28 of the Complaint.

29. Defendant denies the allegations contained in Paragraph 29 of the Complaint.

30. Defendant denies the allegations contained in Paragraph 30 of the Complaint.

31. On certain days, Plaintiff's time sheets included non-work hours Plaintiff spent socializing or conducting non-work related Internet surfing that she billed Defendant for working. Except as stated herein, Defendant denies the allegations contained in Paragraph 31 of the Complaint.

32. Defendant denies the allegations contained in Paragraph 32 of the Complaint.

33. On certain days, Plaintiff's time sheets included hours Plaintiff spent socializing or conducting non-work related Internet surfing that she billed Defendant for working. Except as stated herein, Defendant denies the allegations contained in Paragraph 33 of the Complaint.

34. Defendant denies the allegations contained in Paragraph 34 of the Complaint.

35. Defendant denies the allegations contained in Paragraph 35 of the Complaint.

AS TO PREGNANCY DISCRIMINATION
(Title VII)

36. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

37. Defendant admits that at times Plaintiff arrived to work late or left work early. Except as admitted herein, Defendant denies the remaining allegations contained in Paragraph 37 of the Complaint.

38. Defendant denies the allegations contained in Paragraph 38 of the Complaint.

39. Defendant denies the allegations contained in Paragraph 39 of the Complaint.

40. Defendant denies the allegations contained in Paragraph 40 of the Complaint. To the extent any comments were made, it was either initiated by Plaintiff or just general conversation in the workplace.

41. Defendant denies the allegations contained in Paragraph 41 of the Complaint.

42. Defendant denies the allegations contained in Paragraph 42 of the Complaint.

43. Defendant denies the allegations contained in Paragraph 43 of the Complaint.

44. Defendant denies the allegations contained in Paragraph 44 of the Complaint.

45. Defendant denies the allegations contained in Paragraph 45 of the Complaint.

46. Defendant admits that Hamilton asked Keith Turvey ("Turvey"), Manager, Procurement, to determine whether there were any costs under the Microsol contract that might arise if Plaintiff were to be separated from her Microsol employment and hired as a Regeneron employee. Except as so stated, Defendant denies the allegations of Paragraph 46 of the Complaint.

47. Defendant admits that Turvey reported the cost to Hamilton. Except as stated herein, Defendant denies the allegations of Paragraph 47 of the Complaint.

48. Defendant denies the allegations contained in Paragraph 48 of the Complaint.

49. Defendant admits that Annisa Williams ("Williams") in a social conversation asked Plaintiff if she was expecting. Except as stated herein, Defendant denies the allegations contained in Paragraph 49 of the Complaint.

50. Defendant refers to the referenced document for its terms, and otherwise denies the allegations in paragraph 50 of the Complaint.

51. Defendant refers to the referenced document for its terms, and otherwise denies the allegations in paragraph 51 of the Complaint.

52. Defendant denies the allegations in Paragraph 52 of the Complaint. To the extent that Plaintiff refers to and erroneously summarizes the discussion of a meeting that took place between Plaintiff, Daria Palestina, and Michelle Fritsche on July 31, 2014, Defendant incorporates by reference in its entirety the audio recording Plaintiff made of the July 31, 2014 meeting produced by Plaintiff in this case, which speaks for itself.

53. Defendant denies the allegations in Paragraph 53 of the Complaint. To the extent that Plaintiff refers to and erroneously summarizes the discussion of a meeting that took place between Plaintiff, Daria Palestina, and Michelle Fritsche on July 31, 2014, Defendant incorporates by reference in its entirety the audio recording Plaintiff made of the July 31, 2014 meeting produced by Plaintiff in this case, which speaks for itself.

54. Defendant denies the allegations in Paragraph 54 of the Complaint.

55. Defendant denies the allegations contained in Paragraph 55 of the Complaint.

56. Defendant denies the allegations in Paragraph 56 of the Complaint.

57. Defendant denies the allegations contained in Paragraph 57 of the Complaint.

58. Defendant denies the allegations contained in Paragraph 58 of the Complaint.

59. Paragraph 59 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 59 of the Complaint.

AS TO COUNT I

Violations Of The Fair Labor Standards Act ("FLSA")
(Failure to Pay Overtime Compensation)

60. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

61. Paragraph 61 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 61 of the Complaint.

62. Paragraph 62 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 62 of the Complaint.

63. Paragraph 63 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 63 of the Complaint.

64. Paragraph 64 of the Complaint sets forth legal conclusions to which no response is required.

65. Defendant denies the allegations contained in Paragraph 65 of the Complaint.

66. Defendant denies the allegations contained in Paragraph 66 of the Complaint.

67. Paragraph 67 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 67 of the Complaint.

AS TO COUNT II

Violations of The New York Labor Law ("NYLL")
(Failure To Pay Wages Earned)

68. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

69. Paragraph 69 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 69 of the Complaint.

70. Paragraph 70 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 70 of the Complaint.

71. Paragraph 71 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 71 of the Complaint.

72. Paragraph 72 of the Complaint sets forth legal conclusions to which no response is required.

73. Defendant denies the allegations contained in Paragraph 73 of the Complaint.

74. Paragraph 74 of the Complaint set forth legal conclusions to which no response is required.

75. Defendant denies the allegations contained in Paragraph 75 of the Complaint.

76. Defendant denies the allegations contained in Paragraph 76 of the Complaint.

77. Paragraph 77 of the Complaint does not contain factual allegations but cites to case law, to which no response is required.

78. Paragraph 78 of the Complaint does not contain factual allegations but cites to case law and statutes, to which no response is required.

79. Paragraph 79 of the Complaint sets forth legal conclusions and cites to case law, to which no response is required.

80. Paragraph 80 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 80 of the Complaint.

AS TO COUNT III

Violations of Title VII
(Pregnancy Discrimination- Wrongful Termination)

81. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

82. Paragraph 82 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 83 of the Complaint.

84. Paragraph 84 of the Complaint sets forth legal conclusions to which no response is required.

85. Defendant denies the allegations contained in Paragraph 85 of the Complaint.

86. Paragraph 86 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 86 of the Complaint.

AS TO COUNT IV

Violations of Title VII
(Pregnancy Discrimination – Failure to Hire)

87. Defendant repeats its responses to the allegations contained in the preceding paragraphs as if fully set forth at length herein.

88. Paragraph 88 of the Complaint sets forth legal conclusions to which no response is required.

89. Defendant denies the allegations contained in Paragraph 89 of the Complaint.

90. Paragraph 90 of the Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 90 of the Complaint.

With respect to the prayer for relief set forth in the "WHEREFORE" paragraph of the Complaint, Defendant denies that Plaintiff is entitled to the relief sought therein, or to any other relief. Moreover, Defendant denies each and every allegation set forth in the Complaint not specifically admitted herein, and judgment should be entered in its favor on Plaintiff's Complaint, and Plaintiff's Complaint should be dismissed with prejudice.

RESPONSE TO PLAINTIFF'S DEMAND FOR TRIAL BY JURY

Plaintiff's demand for a jury trial does not require a response; however, Defendant objects to a trial by jury on any and all issues as to which a jury is not permitted as of right as a matter of law.

SEPARATE DEFENSES

FIRST DEFENSE

Defendant is not a proper party because it is not, and has never been, Plaintiff's employer for purposes of the FLSA, NYLL, or Title VII.

SECOND DEFENSE

Defendant made all required payments and provided all other required remuneration to Plaintiff's sole employer, Microsol, in accordance with and in compliance with its obligations under the FLSA and NYLL.

THIRD DEFENSE

At all times relevant to this action Defendant acted lawfully, in good faith and in a non-reckless manner and had reasonable grounds for believing it acted in accordance with the law.

FOURTH DEFENSE

Defendant acted in good faith with respect to the Plaintiff and did not willfully violate the FLSA, the NYLL and/or any applicable law, rule or regulation.

FIFTH DEFENSE

The Complaint is barred in whole or in part because Plaintiff has pled no facts demonstrating that she is entitled to recover back wages or liquidated damages from Defendant, and Defendant has at all times acted with a reasonable ground for believing it was in compliance with the FLSA pursuant to the Portal-to-Portal Act, 29 U.S.C. § 260.

SIXTH DEFENSE

Defendant has acted in good faith and in conformity with written administrative regulations, orders, rulings, approvals, and/or interpretations of the Administrator of the Wage and Hour Division of the U.S. Department of Labor, and/or administrative practices or enforcement policies of said Administrator and, accordingly, the action is barred under the Portal-to-Portal Act, 29 U.S.C. § 259.

SEVENTH DEFENSE

Plaintiff's alleged damages were not proximately caused by any unlawful policy, custom, practice and/or procedure promulgated and/or permitted by Defendant.

EIGHTH DEFENSE

The Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

NINTH DEFENSE

Plaintiff lacks standing to pursue the claims asserted in the Complaint.

TENTH DEFENSE

At all times Plaintiff was paid the complete and timely payment of all wages owed in accordance with the FLSA and the NYLL.

ELEVENTH DEFENSE

Plaintiff was properly paid for all hours worked.

TWELFTH DEFENSE

Plaintiff's claims are barred, in whole or in part, and/or recovery precluded by the applicable statutes of limitations.

THIRTEENTH DEFENSE

If the unlawful acts and/or omissions alleged in the Complaint were engaged in by the Defendant, which they deny, the Defendant did not do so willfully. Accordingly, pursuant to section 6(a) of the Portal-to-Portal Act of 1947, as amended, 29 U.S.C. § 255(a), Plaintiff's claims under the FLSA are barred, in whole or in part, and/or recovery is precluded by the statute of limitations.

FOURTEENTH DEFENSE

At all times relevant to this action Defendant acted in good faith, on reasonable grounds and with the reasonable belief that it was in full compliance with the FLSA and the NYLL.

FIFTEENTH DEFENSE

Defendant did not willfully commit any alleged violation of the NYLL and its corresponding regulations.

SIXTEENTH DEFENSE

This Court should decline to grant supplemental jurisdiction over the state law claims which precede the federal statute of limitations, on the ground that as to those, there is no federal question or other federal subject matter jurisdiction.

SEVENTEENTH DEFENSE

The Complaint is barred, in whole or in part, by the Doctrines Estoppel.

EIGHTEENTH DEFENSE

Plaintiff is not entitled to compensatory or emotional distress damages.

NINETEENTH DEFENSE

Plaintiff's punitive damages claims are barred because Defendants at no time engaged in discriminatory or retaliatory practices or actions with malice or with reckless disregard for Plaintiff's or other employees' statutory rights.

TWENTIETH DEFENSE

Plaintiff is barred from relief due to her failure to mitigate damages, if any.

TWENTY-FIRST DEFENSE

Any losses suffered by Plaintiff were not as a consequence of, or in reliance upon, any acts or omissions of Defendant.

TWENTY-SECOND DEFENSE

Any alleged misdeeds of Defendant were not willful.

TWENTY-THIRD DEFENSE

Any losses suffered by Plaintiff were not caused, either directly or indirectly, by the acts or omissions of Defendant.

TWENTY-FOURTH DEFENSE

Any damages alleged suffered by Plaintiff were the result of her own actions.

TWENTY-FIFTH DEFENSE

Plaintiff’s claims for equitable relief are barred by the Doctrine of Unclean Hands.

TWENTY-SIXTH DEFENSE

Defendants breached no duty owed to Plaintiff under federal or state law.

TWENTY-SEVENTH DEFENSE

Plaintiff’s Complaint must be dismissed, in whole or in part, because Defendant exercised reasonable care to prevent and promptly correct alleged discriminatory conduct and/or retaliation in the workplace.

TWENTY-EIGHTH DEFENSE

The Complaint is barred in whole or in part because Plaintiff failed to exhaust administrative prerequisites or other procedural conditions to the commencement of an action.

TWENTY-NINTH DEFENSE

Plaintiff's request for compensatory damages, to the extent any such damages are owed, under Title VII of the Civil Rights Act of 1964 is capped under 42 U.S.C. § 1981a(b)(3).

THIRTIETH DEFENSE

Defendants reserve the right pending completion of discovery to assert such other relief as the Court may deem just and proper.

WHEREFORE, Defendant denies each and every allegation of Plaintiff's Second Amended Complaint, except as expressly admitted or qualified above. Judgment should be entered on Plaintiff's Second Amended Complaint, and Plaintiff's Second Amended Complaint should be dismissed with prejudice and Plaintiff should be required to pay the costs of this lawsuit, as well as attorneys' fees, incurred by Defendant in defending against Plaintiff's claims and such other relief as the Court may deem just and proper.

EPSTEIN BECKER & GREEN, P.C.
Attorneys for Defendant

By: *s/Christopher M. Farella*________
CHRISTOPHER M. FARELLA

Dated: October 6, 2016